

Action brought on 27 May 2011 — ZZ v FRONTEX

(Case F-61/11)

(2011/C 226/63)

*Language of the case: English***Parties***Applicant:* ZZ (represented by: S. A. Pappas, lawyer)*Defendant:* European Agency for the Management of Operational Cooperation at the External Borders (FRONTEX)**Subject-matter and description of the proceedings**

The annulment of the decision to revoke a previous decision to renew the contract of employment of the applicant and annulment of some parts of assessment reports for the period from August 2006 to December 2009.

Form of order sought

The applicant claims that the European Union Civil Service Tribunal should:

- Annul the decision of 24 January 2011 as confirmed by the email of 25 January 2011, by the decision of 28 March 2011 and by the letter of 4 May 2011 of the Executive Director of FRONTEX;
- annul the 2009 appraisal to the extent it contains the diverging comment of the countersigning officer of 30 October 2009;
- annul the 2010 FRONTEX Annual Assessment Report Form A, dated 21 June 2010 to the extent it contains the diverging comment of the countersigning officer of 20 June 2010;
- order FRONTEX to pay the costs.

Action brought on 1 June 2011 — ZZ v Commission

(Case F-63/11)

(2011/C 226/64)

*Language of the case: French***Parties***Applicant:* ZZ (represented by: S. Rodrigues, A. Blot and C. Bernard-Glanz, lawyers)*Defendant:* European Commission**Subject-matter and description of the proceedings**

Annulment of the implied decision not to renew the applicant's temporary staff contract

Form of order sought

- Annul the implied decision adopted on 12 August 2010 by the Director General of OLAF (European Anti-Fraud Office), in his capacity as the authority authorised to conclude contracts of employment, not to renew the applicant's contract, as is apparent, inter alia, from the lack of reply to the request sent to him by the applicant on 12 April 2011;
- In so far as necessary, annul the decision adopted on 22 February 2011 by the authority authorised to conclude contracts of employment rejecting the claim brought by the applicant on the basis of Article 90(2) of the Staff Regulations;
- In consequence, reinstate the applicant in the functions which he performed within OLAF, in the context of a prolongation of his contract in accordance with the statutory requirements;
- In the alternative, and in the event that the claim for reinstatement made above should not be upheld, order the defendant to compensate the applicant for the material damage suffered, provisionally estimated *ex aequo et bono* at the difference in the remuneration which he received as a temporary staff member in OLAF and that which he receives in his present post (that is to say, around EUR 3 000 per month), at the very least for a length of time similar to that of his initial contract (four years) and beyond that period on the basis that that contract would have been renewed for a third time, entitling him to a contract of employment for an indefinite period;
- In any event, order the defendant to pay a provisional *ex aequo et bono* sum of EUR 5 000 in compensation for the non-material damage, together with late-payment interest at the legal rate from the date of the judgment;
- Order the Commission to pay the costs.